

A-1 FIRE SERVICES,

Appellant

Representing the Appellant:

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AGBCA No. 2006-117-1

ORDER OF THE BOARD OF CONTRACT APPEALS

February 16, 2006

Opinion for the Board by Administrative Judge VERGILIO.

On December 22, 2005, the Board received a notice of appeal from A-1 Fire Services (contractor) of Lolo, Montana. The contractor sought relief under an emergency equipment rental agreement (number 56-035R6-5-025) relating to two engines utilized on the Prospect Fire in August 2005 on the Lolo National Forest. In particular, the contractor seeks \$2,520, for what it describes as additional compensation for a 24-plus hour shift worked with the two vehicles, because the Government has paid only the single daily rate for each. The contracting officer denied the claim, finding that a second crew was not utilized for the additional hours and that the incident commander trainee lacked procurement authority to bind the Government for payment. The contracting officer does not take issue with the contemporaneous written statements of that commander that unforeseen night patrol was needed and incurred due to the fire moving against a road open to the public and that the patrol was needed for public safety and to keep the fire from crossing the fire line. In the decision, the contracting officer does not address the signature of a Government official on the shift tickets, each confirming the hours worked.

The Board has jurisdiction over this timely-filed appeal pursuant to the Contract Disputes Act of 1978, 41 U.S.C. §§ 601-613, as amended (CDA).

During the initial telephone conference held with the presiding judge on January 18, 2006, the parties stated that they have settled the dispute; the settlement was not yet reduced to writing. Under a cover letter dated February 15, 2006, the Board received a stipulation for dismissal with prejudice, the parties having settled all claims for reimbursement of fire services associated with the underlying fire and rental agreement.

DECISION

This appeal is dismissed with prejudice.

JOSEPH A. VERGILIO

Administrative Judge

Issued at Washington, D.C.

February 16, 2006